

This document is a draft Scope of Services for a future solicitation and is subject to change without notice. This is not an advertisement.

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract, for each site listed herein, for Miami-Dade County, to provide recreational equipment rental and/or food and beverage services to those patrons visiting the Right-Of-Way's Beach located at the various sites on the Rickenbacker Causeway.

Below is a list of the sites included on this solicitation:

SITES

- A. **Site E-1** - Hobie Island South Side – Concession Vending Location - Shoreline.
- B. **Site E-2** – Virginia Key South Side – Concession Vending Location – Shoreline.
- C. **Site E-4** – Virginia Key South Side – Concession Vending Location – Beach Road.
- D. **Site S-3** – Virginia Key South Side – Concession Vending Location – Roving Site.
- E. **Site S-5** – Virginia Key South Side – Concession Vending Location – Roving Site.

* additional detailed information regarding the above listed locations is provided on Appendix A – Site Location Map and Section 3.4 of this solicitation.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department – Procurement Management Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the **five (5) year period**.

2.3 OPTION TO RENEW

Prior to, or upon completion, of the initial term, the County shall have the option to renew for **one additional five (5) year term**. The Successful Bidder shall maintain, for the entirety of the additional period, the same terms, and conditions of the originally awarded contract.

Continuation of the contract beyond the initial five year term is a County prerogative and not a right of the Successful Bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Should the Successful Bidder decline the County's right to exercise the option-to-renew term, the County may consider the Bidder in default which shall affect the Bidder's eligibility for future contracts.

2.4 METHOD OF AWARD

Award will be made to the responsive, responsible bidder who offers the highest annual concession permit fee payment on a site-by-site basis and meet the minimum requirements as established below.

2.4.1 MINIMUM REQUIREMENTS:

1. Bidder should possess:
 - a. An Occupational License from Miami Dade County for each activity the concessionaire operates on Rickenbacker Causeway, (Example: a concessionaire providing food and beverage, and water sports activities must possess two (2) Occupational Licenses);
 - b. an Occupational License from the City of Miami for sites located within the Rickenbacker Causeway, that fall under the City of Miami jurisdiction, (Example: a concessionaire providing food and beverage, and water sports activities must possess two (2) Occupational Licenses)
 - c. at least 2 years of concession business background experience;
 - d. a current positive financial standing with Miami Dade County;

The county will not consider bids with an annual concession permit fee payment of less than \$10,000 per site.

2.4.2 Successful Bidder providing Food and Beverage must adhere to the following:

- a. Concession sites which include food and beverage service must be licensed by the Florida Department of Business and Professional Regulation Division of Hotels and Restaurants located at District I, 8240 Northwest 52nd Terrace, Suite 101, Doral, Florida, 33166-7766, Phone number 850-487-1395 ext. 403;
- or
- b. by the Division of Hotels and Restaurants, 1940 North Monroe Street, Tallahassee, FL 32399-101, Phone number 850-487-1395.
- c. Obtain a Sales and Use Tax number from the Florida Department of Revenue (5050 W. Tennessee Street, Tallahassee, FL 32399-0100, Phone 1-800-352-3671.
- d. All sales and services shall be made for cash and delivery of the item or service to the customer at the Concession Site. Successful Bidder shall not take orders for any future sales or deliveries at off-site locations.

- e. All food and beverage items must meet applicable Health Department standards for preparation , storage and dispensing from the mobile concession unit.
- f. All food and beverage, merchandise and services offered must be dispensed in accordance with all Federal, State and Local controlling regulations including laws pertaining to patents, copyrights, franchises and trademarks.
- g. All merchandise sold must be related to use of the Causeway and may include souvenir items encouraging tourist visitations to South Florida Miami-Dade County.
- h. The sale of alcoholic beverages and beverages in bottles are prohibited, Beverages must only be dispensed in paper cups or other biodegradable containers, in accordance with applicable State and County requirements.
- i. The concession site, including any structures, buildings, vehicles, trailers, stands, concession furnishings, and equipment shall be neat, clean and well maintained at all times. The concession operation must be aesthetically pleasing and non-detrimental to the surrounding environment.

2.4.3 Successful Bidder providing Recreational Rental and Equipment must adhere to the following:

- a. All operations that involve the use of water craft must have a "Chase Boat" readily available.
- b. Concessionaires are responsible for instructing clients on safe operation of equipment including avoidance of swimmers and bathers.
- c. Successful Bidder must comply fully with the Motorboat Exclusion Zone Ordinances No. 89-40 and 90-70.
- d. Wearing a life jacket is required for all water recreational rental activities. Life jackets must be supplied by the concessionaire.
- e. Concessionaries shall prohibit anyone under the age of 16, to rent, or use any motor powered equipment including avoidance of swimmers and bathers.
- f. All watercraft equipment must meet the registration and licenses requirements of the State of Florida.
- g. Obtain a Sales and Use Tax number from the Florida Department of Revenue (5050 W. Tennessee Street, Tallahassee, FL 32399-0100, Phone 1-800-352-3671.
- h. All sales and services shall be made for cash and delivery of the item or service to the customer at the Concession Site. Successful Bidder shall not take orders for any future sales or deliveries at off-site locations.
- i. All merchandise sold must be related to use of the Causeway and may include souvenir items

encouraging tourist visitations to South Florida Miami-Dade County.

- j. The concession site, including any structures, buildings, vehicles, trailers, stands, concession furnishings, and equipment shall be neat, clean and well maintained at all times. The concession operation must be aesthetically pleasing and non-detrimental to the surrounding environment.

The Successful Bidder will be awarded the right to provide recreation equipment rental and/or food and beverage services in facilities occupied, managed, or otherwise defined for use by the County at the County's sole discretion.

Bidders may bid on more than one site. However, the County, to ensure adequate capacity to satisfy the County's needs and to provide an equitable distribution of work, this contract will be governed by the following criteria:

1. Except as set forth below, a bidder may not be awarded a contract for more than two sites.
2. In the event that abider is the highest bidder on more than two (2) sites, the selection of the bidders for award by site will be made in the best interest of the County by evaluation of the option that in the discretion of the County offers the greatest value.
3. Any bidder who is the sole responsive, responsible bidder for a particular site may be awarded the contract for that site in addition to more sites, provided that such award is determined to offer the greatest value to the County.

If no acceptable bid is received for a site, that site may be re-solicited, using a request for quotation procedure to all bidders submitting a responsive bid for any site. Award of the re-solicited site, if any be made, shall be made to the responsive and responsible bidder offering the highest annual concession fee payment.

2.5 **PRICES**

The annual concession permit fee payment proposed by the Successful Bidder shall remain fixed and firm during one (1) year annual permit. However, the County reserves the right to negotiate an increase in the annual concession permit fee payment at any time during the contract term and as deemed in its best interest, based on market conditions and other factors.

The County has the right, one time per calendar year, to an adjustment of the agreed upon annual concession fee for current living wage cost increases, if deemed applicable.

2.6 **METHOD OF PAYMENT**

The Successful Bidder shall pay the County an annual concession permit fee as indicated below:

- a. Three-twelfths (3/12) of the annual concession permit Fee prior to award of the permit
- b. One-twelfth (1/12) of the Concession permit Fee each and every month for months two (2) through ten (10).

Payment is due fifteen (15) days in advance of the first day of the ensuing month. Failure to make full payment by the first day of the ensuing month will result in the immediate suspension of the permitted site. Failure to make full payment within thirty (30) days of a payment due to date will result in the immediate cancellation of the Concession permit and the forfeiture of the three-twelfths (3/12) of the yearly Permit Fee. All late payments shall be assessed a 10% late payment penalty.

If the County offers the Successor Bidder an option to renew the concession permit at the original concession permit Fee for an additional five (5) year term, the Successor Bidder shall make payments as described in paragraph one of this section or in a lump sum.

In the event that the concession permit is renewed on a month-to-month basis, the Successor Bidder shall pay the County one-twelfth (1/12) of the original concession permit fee, plus any additional concession permit fees for additional services and/or additional space, at least fifteen (15) days in advance of each month during the interim period prior to annual permit issuance. Failure to make payment during the interim period by the first day of the ensuing month will result in the immediate cancellation of the concession permit.

The Three-twelfths (3/12) annual concession permit fee required prior to award, will not be reimburse if the Bidder decides to withdraw his/her bid.

2.7 CONTACT PERSON

For any additional information regarding the specifications and requirements of this solicitation and resultant contract, please contact: Mike Ramos at (305) 375-5215, email: ramosmi@miamidade.gov.

Questions regarding concession permits awarded through this contract shall be addressed in writing to: James Martincak; Causeway Division – PWWM, 4299 Rickenbacker Causeway, Key Biscayne, Florida 33149.

2.8 ADDITIONAL CONCESSION SITES

Although this solicitation identifies specific sites to be serviced, it is hereby agreed and understood that sites may be added to this contract at the option of the County. The County also has the right to add or delete site(s) during the term of this contract. Under these circumstances, the County reserves the right to quote the new site(s) through this contract or through a separate solicitation.

2.9 GRANT OF USE PERMISSION

The Successful Bidder is only granted use of the designated/awarded site for the use as stated herein, during times that the Successful Bidder is open for business, and does not imply any leasehold or exclusive use of the site. The Successful Bidder shall not prevent the public from legal use of the awarded site. The Successful Bidder shall operate only upon and within the permitted concession site boundaries and shall have no rights to operate at any other site or location on Rickenbacker Causeway under the provisions of this contract (see below exceptions). Successful Bidder shall only sell or offer services as prescribed in this contract, except upon written approval of additional items and services and sale prices by the County, Public Works Waste Management (PWWM) Director or his designated representative.

The Successful Bidder shall not transfer, assign or sublease any of the concession operation without the written approval of the PWWM Director.

2.10 ADDITIONAL SERVICES

The PWWM Director, at his sole discretion, may allow the Successful Bidder to provide additional services and/or use additional space adjacent and contiguous to the designated site upon such terms and conditions as the parties may agree. Such additional services must be incidental to the approved purpose of this contract and must be requested in writing by the Successful Bidder and approved by the PWWM prior of usage. Additional space will be charged an additional concession permit fee on a square-foot basis prorating of the awarded site annual concession permit fee. The Successful Bidder shall have no right-of refusal for, any additional services needed by the County on Rickenbacker Causeway.

2.11 COUNTY, STATE AND FEDERAL LAWS AND REGULATIONS

Successful Bidder shall observe, obey, and comply with all applicable county, state, and federal laws, rules and regulations and especially with Section 9-59 of the Code of Miami-Dade County, Florida, which reads in part, as follows:

No office, house, apartment, store, restaurant, or other private or public building of any character by whomsoever owned or operated and no commercial or private use and no advertising shall be allowed in, on, over, or along any part of the project, unless specifically authorized by the Director. No part of the project may be used for any private commercial purpose and no part shall be used exclusively for any private purpose; however, the County may issue permits to or enter into leases with private parties for concession sales and rentals along the project. Said concession sales and rentals shall be under the supervision of the Director.

Successful Bidder shall specifically abide by all health regulations in dispensing food and drink, and safety regulations associated with providing these services.

2.12 RELOCATION OF COUNTY PROPERTY

Relocation, construction or rearrangement of any County property on the Rickenbacker Causeway by Successful Bidder will not be permitted unless specifically authorized, in writing, by the PWWM Director or his authorized representative.

2.13 EQUIPMENT

Portable and mobile concession equipment used on site shall be as identified by Bidder in the solicitation submittal form. Substitutions of equipment by the Successful Bidder must thereafter be approved in writing by the PWWM Director.

Facilities at food, beverage and merchandise sites shall be strictly portable and mobile, and must be located on the site only during hours of operation. Facilities and equipment must be fully contained within the permit site.

Placement, relocation, rearrangement, or removal of the Successful Bidder's property, owned or hired, may only be done in such a manner as approved by the PWWM Director or his designated representative.

2.14 **TOLL FEES**

Successful Bidder must pay all toll fees associated with transportation to and from the Rickenbacker Causeway.

2.15 **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

2.15.1 **Food and Beverage Service:**

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to Public Works and Waste Management Department, 111 NW 1st Street, Suite 1410, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance including Products and Completed Operations in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Office of Insurance Regulation.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

2.15 .2 Recreational Rental Equipment:

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to Public Works and Waste Management Department, 111 NW 1st Street, Suite 1410, Miami, Fl. 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance to include an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Watercraft Liability to include Protection and Indemnity Insurance and Collision Liability. Policy shall be endorsed to include coverage for Bareboat Charter. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

2.16 DECORATIONS & ADVERTISING

No decorations or form of advertising will be permitted unless specifically approved in writing by the PWWM Director or his designated representative. Successful Bidder's decorations and advertising must be restricted to the awarded permit site. Successful Bidder shall not broadcast or electronically amplify any announcements, advertising, or music on the Rickenbacker Causeway, nor interfere in any other way with the enjoyment of the use or operation of the causeway by others.

The Successful Bidder shall not advertise or promote special events associated with the permit site operation without first obtaining from the PWWM Director a "Special Use Permit".

2.17 PERMITS AND LICENSES

The Successful Bidder shall procure at his own cost and expense all permits and licenses required for the intended use of the activity under the concession permit, and particularly City of Miami and/or Miami-Dade County Occupational Licenses.

2.18 MAINTENANCE OF CONCESSION AREAS

The Successful Bidder shall keep all fixtures, equipment and personal property (whether owned by the Successful Bidder or others) and all concession areas in a clean, sanitary and orderly condition at all times and conduct the concession strictly in accordance with the requirements of the Health Department. The Successful Bidder shall clean the concession site of litter and debris following each "open for business" period, remove all debris originating from the concession operation whether on the site or otherwise, and remove from Rickenbacker Causeway all litter and debris arising from the operation or collected under this provision.

2.19 AVAILABLE DOCUMENTATION WHILE AT THE RICKENBACKER CAUSEWAY ARE

At a minimum, and not limited to other documentation that may be required by the PWWM Director, the Successful Bidder shall maintain the following:

A copy of this contract shall be displayed within Successful Bidder's mobile facility at all times while on Rickenbacker Causeway area.

Carry and maintain in full force and effect, at all times during its operation insurance coverage as stipulated on paragraph 2.15 of this solicitation.

Display his Occupational License within his/her mobile facility while on Rickenbacker Causeway, and submit updated copies to the PWWM Department's representatives at time of yearly renewal.

2.20 SMALL BUSINESS ENTERPRISE (SBE) MEASURES

Section 1.0 Paragraph 1.43 is exempt from this solicitation.

2.21 CANCELLATION / REVOCATION / SUSPENSION

Except as indicated in paragraph 2.6 of this solicitation, the PWWM Director or his designated representative may cancel or revoke the concession permit, with or without cause, or waive the terms and conditions of this permit, or make additional terms and conditions regarding use of Rickenbacker Causeway in the public interest upon thirty (30) days prior written notice to the Successful Bidder.

Except as specifically provided for in other sections of this solicitation, failure of the Successful Bidder to comply with any of the provisions of this Permit Agreement may result in the immediate suspension of the Concession permit by the PWWM Director or his designee and the Successful Bidder will immediately cease operating at the permitted site until he comes into compliance. The Successful Bidder shall be responsible for making all payments due the County during the period of suspension.

In the event of suspension, revocation, cancellation of such permit, abandonment of the site by the Successful Bidder, or voluntary surrender of the permit by their Successful Bidder, the County shall not issue refunds of any fees or monies previously paid to the County for use (or non-use) of the designated concession site.

The length of this Agreement is for a period of five (5) years with an option to renew for one (1) additional five (5) year period with the consent of the Vendor awarded the contract. A written request for renewal must be submitted by the Successful Bidder to the Director, no later than sixty (60) calendar days prior to the end of the fifth year of this agreement stating the Successful Bidder's desire to renew the existing Concession permit Agreement for an additional five (5) year. At the time of contract renewal, the County may consider an adjustment to the annual concession permit fee.

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SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The purpose of this Bid Solicitation is to establish a concession permit agreement, for each site describe in this solicitation, to provide for existing and forecast public desire for commodities and services related to recreational activities occurring along the Rickenbacker Causeway.

Concession sales permit will be limited to mobile facilities with full self-contained equipment and utilities that will be removed from the Causeway, except when operating.

Concession permits are to be issued for each designated site and all operations of the Successful Bidder are to be restricted to and confined within the boundaries of the permit site. There is No roving vending by the Successful Bidder, unless specifically authorized by the PWWM Director; vending by others is illegal.

Concession permits for food, drink, merchandise sales and recreation equipment rentals will allow the Successful Bidder to dispense items and services approved by the County within the designated permit Sites during the daylight hours only. The Successful Bidder is required to obtain all necessary permits to operate the concession. In addition, the Successful Bidder may operate daily and holiday schedules as potential business may dictate. At a minimum, the Successful Bidder shall operate weekends, (Saturday and Sunday). Essentially, all concession sales equipment must be removed from the permit site each night and on non-operational days for safety and security reasons. Under no circumstances will any concession activity, including customer stopping, be permitted along the causeway or adjacent shoulder areas.

3.2 **GOODS / SERVICES TO BE PROVIDED**

The Successful Bidder(s) shall provide recreation equipment rental/food and beverage services to those patrons visiting the Right-Of-Way's Beach sites on the Rickenbacker Causeway, Dade County, Miami, Florida.

The Successful Bidder(s) shall provide the best combination of services along the Rickenbacker Causeway in such manner that traffic flow will not be interrupted and vehicle/pedestrian conflicts adjacent to the Causeway be eliminated.

3.3 **RICKENBACKER CAUSEWAY-CONCESSION – GENERAL BACKGROUND**

Rickenbacker Causeway is administered by Miami Dade County Public Works and Waste Management Department (PWWM) primarily for the purpose of affording a public way across the waters of Biscayne Bay for the use of the general public. Ample recreational space and facilities are afforded to the public through the County's Crandon Park on Key Biscayne; Cape Florida State Park on Key Biscayne; County's leased "Seaquarium" on Virginia Key; City of Miami's Marine Stadium and lease-operated marina and restaurant facilities on Virginia Key, and City of Miami, Virginia Key Beach and Park.

Rickenbacker Causeway offers 2 -1/2 miles of accessible scenic shoreline along Biscayne Bay that represents a major resident and visitor attraction due to the immediate location of the causeway to the Miami Center. However, parking space is limited. All parking and Concession Sites are located "off-the-roadway" via limited access entrances and exits, in order to maintain uninterrupted traffic flow on the causeway.

3.4 **DETAILED LOCATION INFORMATION, REQUIREMENTS & ADDITIONAL SCOPE INFORMATION**

Site	Area Location	Activity Type	Approximate Lease Space Size in Square Feet	Detailed Location Information	Additional Scope Information
					Exceptions site limitations:

E-1	Shoreline	Recreation Equipment Rental	3,000	Hobie Island South Side – Concession Vending Location: Bidder shall have the ability to operate within the permitted site boundary of Hobie Island, south side along shoreline, within motorboat exclusion zone. Site location is delineated with wood bollards from south edge of the beach asphalt roadway, to water's edge.	None Site Provisions: If wind sail vessels permitted, the Successful Bidder must provide DERM/PERA approved buoy launch lines.
E-2	Shoreline	Recreation Equipment Rental	3,200	Virginia Key South Side – Concession Vending Location: Bidder Shall have the ability to operate within the permitted site boundary of Virginia Key South side, along shoreline, within motorboat exclusion zone. Site location is delineated with wood bollards from south edge of the beach parking lot asphalt roadway, to water's edge.	Exceptions site limitations: None Site Provisions: If wind sail vessels permitted, the Successful Bidder must provide DERM/PERA approved buoy launch lines.
E-4	Beach Road	Recreation Equipment Rental	3,800	Virginia Key South Side – Concession Vending Location: Vendor shall have the ability to operate within the permitted site boundary of Virginia Key South side, along beach roadway, within motorboat exclusion zone. Site location is delineated with wood bollards from the north edge of the beach asphalt roadway, to south fence edge, of the bike pathway.	Site Provisions: If wind sail vessels permitted, the Successful Bidder must provide DERM/PERA approved buoy launch lines.
S-3	Roving Site	Food and Beverage Service	2,400 - Roving	Virginia Key South Side – Concession Vending Location: Vendor shall have the ability to operate within the permitted site boundary of Virginia Key South side, along beach roadway. Site location is delineated with wood bollards from the north edge of the beach asphalt roadway, to south edge of bike pathway. Roving vending by the Successful Bidder is permitted for this site.	Dedicated location and Roaming.
S-5	Roving Site	Food and Beverage Service	2,400 - Roving	Virginia Key South Side – Concession Vending Location: Vendor shall have the ability to operate within the permitted site boundary of Virginia Key South side, along beach roadway. Site location is delineated with wood bollards from the north edge of the beach asphalt roadway, to south fence edge of bike pathway. Roving vending by the Successful Bidder is permitted for this site.	Dedicated location and Roaming.

3.5 ADVERTISEMENT, PUBLICITY AND SIGNS

Miami-Dade County Code, Chapter 26, Rule 30 forbids commercial or private use and advertising, including any sales or rentals on the Rickenbacker Causeway unless specifically authorized by the PWWM Director.

All signs must be self-contained or attached to the mobile facilities on site. All signs must be approved prior to use by PWWM. Concessionaries may not advertise any off-Causeway business activities along the Causeway or within the site.

3.6 LAW ENFORCEMENT AND LEGAL JURISDICTIONAL LIMITS

Miami-Dade County Police Department (MDPD) and/or designated Code Enforcement Officers have the authority to enforce the prohibition of illegal and unpermitted vending activities within the Causeway and

other rules and regulations pertaining to Causeway use. The MDPD also enforces State Motor Vehicle Code pertaining to traffic and Miami-Dade County Code pertaining to illegal parking. Miami-Dade County does not control uses of water or lands other than defined below. The Rickenbacker Causeway's legal jurisdictional limits are located in the City of Miami, Miami-Dade County and/or State of Florida. Successful Bidders are to inform themselves of such jurisdictional laws, rules and regulations relative to the sales and services they propose to provide.

3.7 CONDUCTING BUSINESS ON RICKENBACKER AREA

The Successful Bidder shall give personal supervision and direction to the operation of the concession and, when absent, shall keep competent personnel in charge. The Successful Bidder will be held responsible for the conduct of all his employees or others conducting his business on Rickenbacker Causeway area. The PWWM Director or his designated representative may expel from Rickenbacker Causeway area any person violating the Department's rules and regulations for Rickenbacker Causeway, or, who in the opinion of the PWWM Director or his designated representative, constitutes a public nuisance.

3.8 PROFESSIONAL TRAFFIC AND SECURITY CONTROL

Successful Bidder shall provide, at his own expense, such professional traffic and security control personnel as may be required by the PWWM Director or his designated representative, particularly to assure the flow of traffic on the Causeway and parking of motor vehicles arising out of the operation of the permitted activity.

The Successful Bidder must furnish all personnel, transportation, equipment, materials, supplies and supervision to perform the permitted activity.

3.9 UTILITIES

The County will not supply utilities (i.e., water, electric, telephone, sewage system, gas service, etc.). Provisions for portable and self-contained utility apparatus (i.e., battery operated generator, bottled gas, portable toilet, container water, etc.) shall be by application to and written approval by the PWWM Director or his designated representative.

The County will not provide (supply) improvements to a Concession Site. Any site improvement desired by a Successful Bidder shall be by written application to, and require the written approval of the PWWM Director or his designated representative. Additionally, any site improvement which requires other permits from Miami-Dade County or any other governmental agency must be obtained prior to written application to the Department.

3.10 SALES REPORTING AND AUDIT RIGHTS

The Successful Bidder shall keep a true and accurate account of all monies received through the operation of the concession herein granted. Methods of accounting, cash recording devices, books, record equipment and any necessary procedure for determining gross receipts may be prescribed by the PWWM Director or his designated representative and shall be installed at the concessionaire's expense.

The Successful Bidder shall keep true and complete records and accounts of all gross receipts and business transacted, including daily bank deposits. The concessionaire agrees to establish and maintain a

system of bookkeeping satisfactory to the County auditor and to give the County access during reasonable hours to such books and records. The Successful Bidder agrees that it will keep and preserve for at least three years all sales slips, cash register tapes, sales books, bank books, or duplicate deposit slips, and other evidence of gross receipts and business transacted for such period. The County auditor and the PWWM Director and their respective authorized representatives shall have the right at any time and from time to time to audit all of the books of account, bank statements, documents, records, returns, papers, and files of the Successful Bidder relating to gross receipts and business transacted of the Successful Bidder on request by either shall make all such matters available for such examination at the premises.

Successful Bidder failing to provide such records within (5) calendar days of the request by the County shall be considered non-compliant and shall have their authorization to operate at their designated site suspended, and the Successful Bidder will immediately cease operating at the permitted site until such records are submitted and subsequently reviewed. The Successful Bidder shall be responsible for making all payments due the County during the period of suspension.